AO 399 (Rev 10/95)

WAIVER OF SERVICE OF SUMMONS

TO: Michael R. Gibson
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Brookmead Partners, LP , acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action Cross-Complaint in Interpleader ,
(CAPTION OF ACTION)

of which is case number 08 CV 659 JLS (WMc) in the United States District Court for the
(DOCKET NUMBER)

SOUTHERN District of CALIFORNIA .

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after ______________ ,
(DATE REQUEST WAS SENT)

or within 90 days after that date if the request was sent outside the United States.

June 18 , 2008
(DATE)

(SIGNATURE)

Printed/Typed Name: Darvy Mack Cohan

As Attorney at Law of Brookmead Partners, LP
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

JOHN M. MORRIS, ESQ. (Bar No. 116879)
MICHAEL R. GIBSON, ESQ. (Bar No. 199272)
HIGGS, FLETCHER & MACK LLP
401 West "A" Street, Suite 2600
San Diego, CA 92101-7913
TEL: (619) 236-1551
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Attorneys for Defendant and Cross-Complainant
HIGGS, FLETCHER & MACK, LLP

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

BROOKMEAD PARTNERS, LP, a Nevada limited partnership, Plaintiff, v. Interinsurance Exchange Of The Automobile Club, a California business entity, Saracia L.P. Shannahan, and William P. Shannahan, Defendants.	CASE NO. 08 CV 659 JLS (WMc) **PROOF OF SERVICE**
HIGGS, FLETCHER & MACK, LLP, Cross-Complainant, v. BROOKMEAD PARTNERS, LP, a Nevada limited partnership, SARACIA L.P. SHANNAHAN, and DOES 1-50, inclusive Cross-Defendants.	

I, Genie W. Jones, CCLS, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within-entitled action; my business address is 401 West "A" Street, Suite 2600, San Diego, California 92101-7913. On June 23, 2008, I served the within documents, with all exhibits (if any): **WAIVER OF SERVICE OF SUMMONS by DARVEY MACK COHAN for BROOKMEAD PARTNERS, LP.**

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Diego, California addressed as set forth below to Jill Sullivan, Chapin Wheeler.

☒ I am familiar with the United States District Court, Southern District of California's practice for collecting and processing electronic filings. Under that practice, documents are electronically filed with the Court. The Court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered uses in the case. The NEF will constitute service of the document. Registration as a CM/ECF user constitutes consent to electronic service through the Court's transmission facilities. Under said practice, the following CM/ECF users were served:

Darvy Mack Cohan 1200 Prospect Street Suite 550 La Jolla, California 92037 By ELECTRONIC SERVICE	**Attorney for Plaintiff BROOKMEAD PARTNERS, LP Telephone: 858.459-4432 Facsimile: 858.454-3548**
Jill Sullivan, Esq. CHAPIN WHEELER, LLP 550 West C Street, Suite 2000 San Diego, California 92101 By U. S. MAIL	**Attorney for Saracia L.P. Shannahan Telephone: 619.241-4810 Facsimile: 619-955-5318**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 23, 2008, at San Diego, California.

Genie W. Jones, CCLS